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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

TIFFANY BURTON, an individual; CHARLES BURTON, an individual,

Plaintiffs,

vs.

NUTRIBULLET, L.L.C., a California Limited Liability Company, and DOES 1 through 10, inclusive,

Defendants

Case No.:

COMPLAINT FOR DAMAGES

1. **Negligence**
2. **Strict Liability – Failure to Warn**
3. **Strict Liability – Manufacturing Defect**
4. **Strict Liability – Design Defect**
5. **Breach of Implied Warranty of Merchantability**
6. **Unfair Competition in Violation of Bus. & Prof. Code 17200, et seq.**
7. **Negligent Infliction of Emotional Distress**
8. **Loss of Consortium**

DEMAND FOR JURY TRIAL

Comes now Plaintiffs, Tiffany Burton and Charles Burton and hereby allege as follows:

PARTIES

1. Plaintiffs TIFFANY BURTON and CHARLES BURTON (collectively "Plaintiffs") are individuals and citizens/residents of the State of Texas.

2. Defendant NUTRIBULLET, LLC ("Defendant" or "Defendant "NUTRIBULLET, LLC") is a California Limited Liability Corporation with its principal office in Los Angeles, California. Defendant NUTRIBULLET, LLC is in the business of and did design, develop, formulate, manufacture, test, package, promote, label, advertise, market, instruct on, warn about, distribute, supply and/or sell products and blenders marketed under the NutriBullet and MagicBullet brand names, such as the NutriBullet Rx. These products are intended for use as household blenders.

3. The true names, identities and capacities of those defendants designated as DOES 1 through 10, inclusive, and each of them, are unknown to Plaintiff, who sue said defendants by such fictitiously designated names. Plaintiff is informed and believe and, on the basis thereof, allege that each of the Defendants designated herein as a DOE was a California resident and in some way was legally responsible for the events herein alleged. Plaintiff will seek leave of court to set forth the true names, identities and capacities of defendants designated as DOES 1 through 10, inclusive, when same has been ascertained. Defendant NUTRIBULLET, LLC and DOES 1 through 10 are collectively referred to as "Defendants" herein.

4. Plaintiff is informed and believe and on the basis thereof alleges that defendants and DOES 1 through 10, inclusive, and each of them were responsible for the design, manufacturing, development, research, testing, inspection, packaging, mass- production, advertisement, promotion, supply, distribution, sale, delivery, instructions on, warnings about, and labeling of the NutriBullet Rx blender.

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JURISDICTION AND VENUE

5. This Court has jurisdiction over this controversy pursuant to 28 U.S.C. Section 1332(a)(2) because the parties are completely diverse and the amount in controversy exceeds the $75,000.00 minimum jurisdictional requirement, exclusive of costs and attorney's fees.

6. Venue is appropriate in this District pursuant to 28 U.S.C. Section 1391(b)(1), as all defendants named herein are residents of the State of California, in which this district is located.

GENERAL ALLEGATIONS

7. This action arises from Plaintiff Tiffany Burton's use of Defendants' defective product, the NutriBullet Rx blender, which resulted in permanent injuries to her right hand.

8. Plaintiff Tiffany Burton cooks regularly, and she and her family regularly use blenders to prepare meals. Plaintiffs had owned a different model blender sold by Defendant in the past, but once that blender stopped working in or around January 2017, Plaintiffs began utilizing the NutriBullet Rx received as a gift.

9. In or around March 2016, Plaintiffs received a NutriBullet Rx as a gift.

10. On or about the morning of January 23, 2017, Plaintiff Tiffany Burton utilized her NutriBullet Rx to prepare a smoothie before going to work.

11. All NutriBullet blenders, including the NutriBullet Rx blender essentially have three components: a powered base unit which contains a high-powered motor ("base"), a plastic cup-shaped container that holds ingredients to be blended ("canister"), and a plastic lid mounted with metal blades ("blade assembly"), which screws into the cup.

12. After the blade assembly is screwed onto the cup, the cup and the blade assembly is then inverted and pressed down into the power base, which initiates the movement of the blades affixed to the lid. If the cup and blade assembly is twisted while on the power base, plastic tabs on the assembly will lock it in place on the

power base, creating an open electrical circuit to allow the blades to operate. Twisting the opposite direct will release the assembly and disengage the motor.

13. Each NutriBullet blender, including the NutriBullet Rx, comes with a User Guide and Recipe Book, which encourage use of various ingredients, and also contains recipes and instructions for making hot soups with the blender.

14. On or about the morning of January 23, 2017, after utilizing the NutriBullet Rx, she rinsed all of the blender components and placed the blender canister beside it to air dry. She placed the dry blade assembly lid on the powered base. When she returned home from work at around 5:30 p.m. that same day, she intended to prepare her family dinner. Because the NutriBullet Rx was next to her stove and she needed additional space to prepare her family's meal, she picked up base with her left hand and had her right hand near the blade assembly lid. The canister was not "locked in" to the base. As she moved the unit, the NutriBullet Rx blades began to spin suddenly and without notice and directly into her right hand, deeply cutting her right hand, including her right thumb and fingers, and severing her right index finger.

15. Plaintiff Charles Burton observed in horror as his wife's hand was mangled by the spinning blades of the NutriBullet Rx.

16. Plaintiff Charles Burton immediately drove his wife to the emergency room where she began treatment for her injuries, including surgery to re-attach her index finger.

17. Plaintiff Tiffany Burton has undergone additional surgeries on her hand and receives physical therapy treatment to treat the severe pain symptoms. Plaintiff Tiffany Burton continues to receive treatment on her hand, but it is likely her hand will never completely heal, as she will have to live with the severe pain and nerve damage caused by the NutriBullet Rx.

18. Defendants have been aware of the risk of injuries associated with NutriBullet blenders since at least August 2016, but the Defendants failed to do

anything about the defective nature of the NutriBullet blender as to prevent the type of injuries it knew it caused for years prior to Plaintiffs to suffer her injuries, including but not limited to, issuing warnings, changing the defective design, or recalling of the blender, thereby consciously disregarding the safety of NutriBullet users including Plaintiffs, yet continuing to collect profits from the sale of over 40 million units worldwide. Accordingly, Defendants were aware for at many months and possibly up to four years, that its blenders, including the NutriBullet Rx, presented exactly the same type of risk which injured Plaintiff Tiffany Burton.

19. Specifically, Plaintiffs are aware that in a report published on SaferProducts.gov, a 48 year-old woman describes that in August 2016, she attempted to remove the blender canister after finishing blending, but the blades continued to run despite the fact that she had dislodged the blender canister from the base. Her right hand went directly into the blade assembly causing severe lacerations.

20. Moreover, Plaintiffs are aware that in a report published on SaferProducts.gov, a 45 year-old woman describes that in August 2014, she suffered injuries when her NutriBullet blender exploded by blending, and that the blades from her machine continued to spin without the blender canister attached.

21. Since at least 2011, Defendants were also aware of the risk of injuries associated with their very similar product, the Magic Bullet blender. In a report published on SaferProducts.gov, a Magic Bullet consumer described injuries she suffered when she was blending hot sweet potatoes with her Magic Bullet blender. The consumer report stated that when she began to unscrew the lid of her Magic Bullet blender, the contents exploded in a six-foot radius around her kitchen, causing burns and other injuries. As set forth in the report, this Magic Bullet blender consumer personally contacted Homeland Housewares, LLC, and the parent company for NutriBullet, LLC, on October 20, 2011. The report was sent by Homeland Housewares, LLC to the Consumer Product Safety Commission in

October 2011. Accordingly, Defendants fraudulently concealed and intentionally failed to disclose to Plaintiffs the defective nature of the NutriBullet blenders, including the NutriBullet Rx, in violation of common law.

22. Accordingly, about four years before Plaintiff was injured by the NutriBullet Rx, Defendants were aware that this type of produce presented a risk of injury to its consumers, which Plaintiff ultimately suffered, including information that its NutriBullet blenders can and will explode under certain circumstances.

FIRST CLAIM FOR RELIEF

Negligence

(Plaintiff TIFFANY BURTON as to NUTRIBULLET LLC and DOES 1 – 10)

23. Plaintiffs incorporate by reference all other paragraphs of this complaint as if fully set forth herein.

24. At all times relevant times to this action, defendants NUTRIBULLET LLC and DOES 1 – 10, inclusive, had a duty to exercise reasonable care, and to comply with the existing standards of care, in their preparation, design, develop, formulate, manufacture, test, package, promote, label, advertise, market, instruct on, warn about distribute, supply and/or sell products and blenders marketed under the NutriBullet and MagicBullet brand names, including the NutriBullet Rx, which Defendants introduced into the stream of commerce to be used as household blenders, including a duty to ensure that users would not suffer from unreasonable dangerous accidents while using the machine.

25. At all times relevant to this action, Defendants had a duty to ensure that their products, including the NutriBullet Rx, did not pose a significantly increase risk of bodily harm and adverse events.

26. At all relevant times, Defendants, knew or reasonably should have known that its products, including the NutriBullet Rx, were unreasonably dangerous and defective when used for its intended use, including but not limited to the following particulars: a) The NutriBullet Rx blade assembly will operate even when

the canister is not locked into the base, causing unexpected rotation of the blade and potential to cause severe lacerations to consumers; and, b) That the warnings and labels on the NutriBullet Rx, and its user manual, are inadequate to alert the consumer of the dangers in using said machine.

27. At all relevant times, Defendants knew or reasonably should have known that its products, including the NutriBullet Rx, was unreasonably dangerous and defective when used for its intended use, and that Plaintiff would foreseeably suffer injury as a result of Defendants' failure to exercise reasonable care.

28. Defendants failed to modify or otherwise retrofit its products, including the NutriBullet Rx, to make it safe for use, and otherwise failed to warn consumers of the dangers which Defendants knew or should have known existed.

29. The likelihood and gravity of the harm presented by the NutriBullet Rx outweigh the utility of the design of the product.

30. The product defects alleged above were substantial factors contributing to the cause of injuries and damages suffered by Plaintiff Tiffany Burton.

31. As a direct and proximate cause of the negligence of Defendants, Plaintiff Tiffany Burton suffered, and will continue to suffer, personal injuries, including but not limited to, loss of past and future earnings, loss of mobility, use and feeling in her hand, severe emotional distress and anxiety, general damages and other economic and non-economic damages in an amount to be proven at trial.

SECOND CLAIM FOR RELIEF

Strict Products Liability – Failure to Warn

(Plaintiff TIFFANY BURTON as to NUTRIBULLET LLC and DOES 1 -10)

32. Plaintiffs incorporate by reference all other paragraphs of this complaint as if fully set forth herein.

33. At all relevant times, Defendant and Does 1-10 were in the business of and did design, develop, formulate, manufacture, test, package, promote, label, advertise, market, instruct on, warn about, distribute, supply and/or sell products and

blenders marketed under the NutriBullet and MagicBullet brand names, such as the NutriBullet Rx. These products are intended for use as household blenders.

34. Defendants placed the NutriBullet blenders, including the NutriBullet Rx, into the stream of commerce.

35. The NutriBullet blenders, including the NutriBullet Rx, were defective at the time they were placed into the stream of commerce by Defendants in that: 1) it had inadequate warnings or instructions; 2) Defendants knew about but failed to inform consumers of the risks presented, thereby preventing consumer, including Plaintiffs, from eliminating or reducing the risk; 3) the NutriBullet blenders, including the NutriBullet Rx, failed to provide adequate safe-use instructions; and 4) Defendants knew or should have known that the NutriBullet blenders, including the NutriBullet Rx, were unreasonably dangerous in that it created a substantially increased risk of serious bodily harm to reasonably foreseeable consumers, including Plaintiff, and Defendants failed to adequately warn of such increased risk.

36. The NutriBullet blenders, including the NutriBullet Rx, was also defective due to inadequate post-marketing warning or instructions because Defendants failed to provide adequate warnings to consumers after Defendants knew or should have known of the risk of serious bodily harm from the intended or foreseeable use of the products.

37. As a direct and proximate result of Plaintiff Tiffany Burton's foreseeable use of the NutriBullet Rx, Plaintiff Tiffany Burton suffered, and will continue to suffer, personal injuries, including but not limited to, loss of past and future earnings, loss of mobility, use and feeling in her hand, severe emotional distress and anxiety, general damages and other economic and non-economic damages in an amount to be proven at trial.

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THIRD CLAIM FOR RELIEF

Strict Liability – Manufacturing Defect

(Plaintiff TIFFANY BURTON as to NUTRIBULLET LLC and DOES 1-10)

38. Plaintiffs incorporate by reference all other paragraphs of this complaint as if fully set forth herein.

39. At all relevant times, Defendant and Does 1-10 were in the business of and did design, develop, formulate, manufacture, test, package, promote, label, advertise, market, instruct on, warn about, distribute, supply and/or sell products and blenders marketed under the NutriBullet and MagicBullet brand names, such as the NutriBullet Rx. These products are intended for use as household blenders.

40. Defendants placed the NutriBullet blenders, including the NutriBullet Rx, into the stream of commerce.

41. The NutriBullet blenders, including the NutriBullet Rx, contained a manufacturing defect at the time it left Defendants' possession.

42. Plaintiff Tiffany Burton was harmed by the NutriBullet Rx the NutriBullet Rx blades to spin suddenly and without notice as the canister was not "locked in" or even near the base, directly into her right hand, deeply cutting her right hand, including her right thumb and fingers, and severing her right index finger.

43. The manufacturing defect in the NutriBullet blenders, including the NutriBullet Rx, was the direct and proximate cause of Plaintiffs' injuries described herein.

44. As a direct and proximate result of the manufacturing defect, Plaintiff Tiffany Burton suffered, and will continue to suffer, personal injuries, including but not limited to, loss of past and future earnings, loss of mobility, use and feeling in her hand, severe emotional distress and anxiety, general damages and other economic and non-economic damages in an amount to be proven at trial.

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FOURTH CLAIM FOR RELIEF

Strict Liability – Design Defect

(Plaintiff TIFFANY BURTON as to NUTRIBULLET LLC and DOES 1-10)

45. Plaintiffs incorporate by reference all other paragraphs of this complaint as if fully set forth herein.

46. At all relevant times, Defendant and Does 1-10 were in the business of and did design, develop, formulate, manufacture, test, package, promote, label, advertise, market, instruct on, warn about, distribute, supply and/or sell products and blenders marketed under the NutriBullet and MagicBullet brand names, such as the NutriBullet Rx. These products are intended for use as household blenders.

47. Defendants placed the NutriBullet blenders, including the NutriBullet Rx, into the stream of commerce.

48. The NutriBullet blenders, including the NutriBullet Rx, and its component parts contained a design defect when it left Defendants' possession because it would not operate safely as an ordinary consumer would have expected at the time of use, in that: 1) the motor would engage and cause the blade assembly would operate without the canister "locked in"; 2) the consumer would be exposed to the sharp, spinning blades of the blender; and 3) the spinning blade assembly itself would be propelled out from the power base, potentially toward the consumers or others.

49. An ordinary consumer would not have expected the NutriBullet blenders, including the NutriBullet Rx, to turn on unexpectedly in such a manner described above, exposing the consumer to spinning blades.

50. Plaintiff was harmed by the NutriBullet Rx blender when the blades began spinning unexpectedly and without the canister "locked in", causing severe injuries to her hand.

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51. The design defect, described above, in the NutriBullet blender, including the NutriBullet Rx, was the direct and proximate cause of Plaintiff's injuries described herein.

52. As a direct and proximate result of Plaintiff's foreseeable use of the NutriBullet Rx and the design defect, Plaintiff Tiffany Burton suffered, and will continue to suffer, personal injuries, including but not limited to, loss of past and future earnings, loss of mobility, use and feeling in her hand, severe emotional distress and anxiety, general damages and other economic and non-economic damages in an amount to be proven at trial.

FIFTH CLAIM FOR RELIEF

Breach of Implied Warranty of Merchantability

(Plaintiff TIFFANY BURTON as to NUTRIBULLET LLC and DOES 1-10)

53. Plaintiff incorporates by reference all other paragraphs of this complaint as if fully set forth herein.

54. At all relevant times, Defendant and Does 1-10 were in the business of and did design, develop, formulate, manufacture, test, package, promote, label, advertise, market, instruct on, warn about, distribute, supply and/or sell products and blenders marketed under the NutriBullet and MagicBullet brand names, such as the NutriBullet Rx. These products are intended for use as household blenders.

55. Plaintiff is informed and believes Defendants impliedly warranted to Plaintiff that the NutriBullet blenders, including her NutriBullet Rx, was of merchantable quality and safe for the use for which it was intended, that is to mix and blend food safely under conditions reasonable foreseeable to be related to its use, including the incident described herein.

56. Plaintiff relied on the skill and judgment of Defendants in using the NutriBullet Rx, in a manner in which it was reasonably intended to be used and as a direct and proximate result of the breach of the implied warranties by defendants, and each of them, Plaintiff sustained the injuries and damages described herein.

57. The produce was unsafe for its intended use, and it was not of merchantable quality, as warranted by Defendants, in that it had very dangerous propensities when put to its intended use and would cause severe injury to the user. The NutriBullet Rx was unaccompanied by warning of its dangerous propensities that were either known or reasonable scientifically knowable at the time of distribution.

58. On or about January 23, 2017, Plaintiffs' NutriBullet Rx blender involved in this incident was in substantially the same condition as when it was originally designed, developed, tested, packaged, labeled and sold by Defendants.

59. Plaintiff was injured, as described herein, while using the NutriBullet Rx in a foreseeable manner for its intended uses.

60. As a proximate and legal result of the defective and unreasonably dangerous condition of the NutriBullet blenders, including the NutriBullet Rx, manufactured and supplied by Defendants, Plaintiff was caused to suffer the herein described injuries.

61. That as a direct and legal result of such breach of implied warranty, and the dangerous condition of the NutriBullet Rx, as alleged herein, Plaintiff Tiffany Burton suffered, and will continue to suffer personal injuries, including but not limited to, loss of past and future earnings, loss of mobility, use and feeling in her hand, severe emotional distress and anxiety, general damages and other economic and non-economic damages in an amount to be proven at trial.

SIXTH CLAIM FOR RELIEF

Violation of the Cal. Bus. & Prof. Code § 17200, *et seq.*

(Plaintiff TIFFANY BURTON as to NUTRIBULLET LLC and DOES 1-10)

62. Plaintiff incorporates by reference all other paragraphs of this complaint as if fully set forth herein.

63. *Business & Professions Code* § 17200 prohibits acts of "unfair competition," including any "unlawful, unfair or fraudulent business act or practice."

Defendants' conduct, as described above, is unlawful, unfair and fraudulent in violation of the statute.

64. Defendants' acts and practices are unlawful because they violate *California Civil Code* §§ 1572, 1709, 1710, and 1770(a)(5) and/or 1770(a)(7), as well as common law. Defendants' acts and practices are also unlawful because they violate § 17500 of the *Business and Professions Code.*

65. Defendants violated the UCL when they concealed and/or failed to disclose the known defects in the NutriBullet blenders, including the NutriBullet Rx, to members of the public, in violation of the California Consumer Legal Remedies Act ("CLRA").

66. Defendants violated the UCL by failing to disclose a substantially injurious defect to consumers, contrary to "established public policy" of the CLRA.

67. Defendants violated the UCL by fraudulently concealing and intentionally failing to disclose to Plaintiffs the defective nature of the NutriBullet blenders, including the NutriBullet Rx, in violation of common law.

68. Defendants violated the UCL by actively concealing and omitting from its marketing and other communications, material information about the NutriBullet blenders, including the NutriBullet Rx, in a manner that has deceived and is likely to deceive consumers and the public.

69. Defendant violated the UCL by selling NutriBullet blenders, including the NutriBullet Rx, that were defective.

70. Defendants violated the UCL by holding the NutriBullet blenders, including the NutriBullet Rx, out as safe.

71. The financial injury and risk of personal safety to consumers by Defendants' conduct greatly outweighs any alleged countervailing benefit to consumers of competition under all of the circumstances. The fraudulent conduct described herein was known to, and authorized by Defendants' officers, directors and managing agents.

72. The injury to consumers by Defendants' conduct is not an injury that consumers themselves could reasonable have avoided because of Defendants' concealment of material fact.

73. To this day and in addition to failing to disclose the defect, Defendants continue to violate the UCL by continuing to actively conceal the material information regarding the defective nature of the NutriBullet blenders, including the NutriBullet Rx, and by failing to disclose that NutriBullet blenders, including the NutriBullet Rx, are both defective and dangerous.

74. In addition to failing to disclose the defect, Defendants' advertising campaigns also violated the UCL. Throughout the relevant time period, Defendants engaged in a long-term advertising campaign that was likely to deceive members of the public by failing to disclose the material fact that NutriBullet blenders, including the NutriBullet Rx, are defective.

75. As a direct and proximate cause of Defendants' acts, which constituted violations under the unlawful, unfair and fraudulent prongs of the UCL, Plaintiff has suffered injury in fact and lost money. Moreover, Plaintiff faces unsafe conditions as a result of the defective nature of the NutriBullet Rx. Plaintiff has lost money and suffered injuries in fact because, had Defendants disclosed the true defective nature of the NutriBullet blenders, including the NutriBullet Rx, Plaintiff would not have incurred medical expenses resulting from their injuries.

76. As a proximate result of Defendants' violation of the UCL, Defendants have been unjustly enriched and should be required to repair the defective NutriBullet blenders, including the NutriBullet Rx, and make restitution to Plaintiff.

77. Plaintiff demands judgment against Defendants for injunctive relief in the form of restitution, along with injunctive relief in the form of replacement of Plaintiffs' NutriBullet Rx with units displaying appropriate warnings, with interest, attorneys' fees and costs pursuant to, *inter alia*, *Cal. Code Civ. Proc.* § 1021.5.

78. Plaintiff also demands judgment against Defendants for injunctive relief requiring distribution to all NutriBullet consumers of warnings regarding the NutriBullet's inherent dangers, with interest, attorneys' fees and costs pursuant to, *inter alia*, *Cal. Code Civ. Proc.* § 1021.5.

SEVENTH CLAIM FOR RELIEF

Negligent Infliction of Emotional Distress

(Plaintiffs TIFFANY BURTON and CHARLES BURTON as to NUTRIBULLET LLC and DOES 1-10)

79. Plaintiffs incorporate by reference all other paragraphs of this complaint as if fully set forth herein.

80. At all relevant times, Defendant and Does 1-10 were in the business of and did design, develop, formulate, manufacture, test, package, promote, label, advertise, market, instruct on, warn about, distribute, supply and/or sell products and blenders marketed under the NutriBullet and MagicBullet brand names, such as the NutriBullet Rx. These products are intended for use as household blenders.

81. Defendants had a duty to ensure that their products, including the NutriBullet blenders and NutriBullet Rx, did not pose a significantly increased risk of bodily harm and adverse events.

82. Defendants failed to exercise such reasonable care in that Defendants knew or reasonably should have known that NutriBullet blenders, including the NutriBullet Rx, posed a significantly increased risk of bodily harm and adverse events, and was not safe for use by consumers as sold, and Defendants further failed to adequately warn and label NutriBullet blenders, including the NutriBullet Rx to keep consumers safe.

84. Defendants knew or should have known that consumers, such as Plaintiffs, would foreseeable suffer injury as a result of Defendants' failure to exercise reasonable care.

85. Plaintiff Charles Burton, the husband of Plaintiff Tiffany Burton, was present at the scene of the incident and was aware that his wife's hand was being mangled by the NutriBullet blender.

86. As a direct and proximate result of Defendants' negligence, Plaintiffs were in the zone of physical danger, suffered physical injury and severe emotional distress, and will continue to suffer such emotional harm in the future.

EIGHTH CLAIM FOR RELIEF

Loss of Consortium

(Plaintiff CHARLES BURTON as to NUTRIBULLET LLC and DOES 1-10)

87. Plaintiffs incorporate by reference all other paragraphs of this complaint as if fully set forth herein.

88. Plaintiff Charles Burton, was at all times relevant hereto, and currently is, the spouse of Plaintiff Tiffany Burton.

89. Plaintiff Charles Burton has been caused, presently and in the future, to suffer the loss of his spouse's companionship, services and society and the ability of Plaintiff Charles Burton has in those respects been impaired and depreciated, and the marital association between husband and wife has been altered.

90. That Plaintiff Charles Burton has lost the past and future reasonable value of household services provided by Plaintiff Tiffany Burton to the marital household as result of her injuries as alleged herein.

91. That Charles Burton suffered mental anguish as a result of watching his spouse, Plaintiff Tiffany Burton, get injured in his general presence.

92. Plaintiff Charles Burton prays for all general damages and special damages as a result of his wife, Plaintiff Tiffany Burton's injuries as alleged herein.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against NUTRIBULLET LLC, and DOES 1 -10, and each of them, for each cause of action, as follows:

1. For all special damages including but not limited to, lost wages and future earning capacity, reimbursement of medical and other related bills, future medical bills and the reasonable value of the loss of household services;

2. For all general damages including but not limited to, damages for pain, suffering, anguish, discomfort, severe emotional distress, disgust, terror, fright, anger, anxiety, worry, nervousness, shock, anguish and mental suffering, loss of enjoyment of life, loss of ability to engage in normal and customary activities, loss of comfort, society, care and companionship;

3. For punitive and exemplary damages in accordance with proof and in an amount consistent with applicable precedent;

4. To the extent Defendant continues to market and sell the NutriBullet blenders, including the NutriBullet Rx, in the manner challenged in this action, an order requiring Defendant to immediately cease their wrongful conduct as set forth above, as well as enjoining Defendant from continuing to falsely market and advertise, conceal material information and conduct business via the unlawful and unfair business practices complained of herein; and an order requiring Defendant to engage in corrective notice campaign;

5. An order requiring Defendant to immediately provide to all NutriBullet blender consumers notice of the inherent dangers of the NutriBullet blenders, and adequate warnings which will prevent future injuries;

6. Reasonable cost and attorneys' fees;

7. Statutory pre-judgment interest;

8. For other and further special damages in a sum according to proof at the time of trial;

9. For other and further general damages in a sum according to proof at the time of trial;

10. For costs of suit incurred herein; and

11. For such other and further relief as the court deems just and proper.

Dated: May 3, 2017 **ABIR COHEN TREYZON SALO, LLP**

By: *__/s/ Derek S. Chaiken__*
Boris Treyzon, Esq.
Derek S. Chaiken, Esq.
Attorney for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial in the instant action on all stated claims for relief.

Dated: May 3, 2017 **ABIR COHEN TREYZON SALO, LLP**

By: */s/ Derek S. Chaiken*
Boris Treyzon, Esq.
Derek S. Chaiken, Esq.
Attorney for Plaintiffs